

## INVOICE

Trident Steel Corporation 12825 Flushing Meadows Drive, Suite 110 St. Louis, MO 63131

Remit To: TRIDENT STEEL CORP.

6901 S. Pierce Street

Post Office Box 798279

Saint Louis, MO 63179-8000

Telephone: 314-822-0500 • Telefax: 314-984-8700

PAGE

1

INVOICE NO.

INVOICE DATE

P2639 I-IN

10/11/13

ORDER NUMBER ORDER DATE

P2639 12/30/13 0015

SALESPERSON **CUSTOMER NO** 

01-0002183 Daniel Nelson

SOLD TO:

Calyx Energy LLC

Suite 270 CONFIRM TO!

CO 80128

SHIP TO:

Delivered Stillwater, OK OSCL

Noble County, OK Ship Date: 10/08/13

John Podowski

F.O.B. **TERMS CUSTOMER P.O.** SHIP VIA

Net 45 Days See Lease ITEM

AMOUNT **QUANTITY SHIPPED** PRICE

Stillwater, OK

Lease: WEDEL 29-1 WX

AFE # D0189

DEL.

New API Oilwell Casing

05121700PHBAJ\*0

5 1/2x17# HCP BTC A-JU BEST \*0 4660.12 13.3400 62,166.00

05121700PHBAJ\*J TSB

5 1/2x17# HCP BTC A-JU BEST \*J 109.00 .0000 .00

Tallies attached.

DUE DATE	11/25/13	NET INVOICE	62,166.00
DISC. DATE		FREIGHT SALES TAX	.00 3,729_96
		INVOICE TOTAL	65,895.96

<sup>\*\*</sup> NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.\*\*

## **TERMS AND CONDITIONS OF SALE**

- 1. The rights and duties of Seiler (Trident Steel Corporation) and Buyer (indicated above) shall be governed exclusively by the terms and conditions contained in this Invoice. These terms and conditions may not be added to, modified, superseded or otherwise altered except by written instrument signed by an authorized representative of Seiler. These terms and conditions shall be deemed accepted by Buyer of not altered by such a written instrument. These terms and conditions shall prevail insofar as they may conflict with the terms and conditions set forth in Buyer's purchase order. Properly signed bills of lading shall constitute delivery.
- SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF THIS TRANSACTION. Seller shall not be liable for any loss or damage arising out of delays in Seller's performance which are caused by factors beyond its control. No product may be returned to Seller without prior written permission from Seller. Claims of detects in products must be received by Seller within ten (10) days from the date said products are delivered to Sover.
- THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS INVOICE. SELLER MAKES NO SPECIFIC WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PRACTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED OF WERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Buyer ogrees to the price and payment terms contained in this Invoice. Buyer agrees to pay other at an overame balances at the rate of 1.5% per month. Buyer agrees to say all costs and appears (including court costs, reasonable atterney's fees and higgsion expenses) incurred by the care cost to both with the entercement of any provision of this of, cement. The parties agree that the laws of the state of Missouri and the Uniform Commercial Code, as adopted by the bast of Missouri and the Uniform Commercial Code, as adopted by the bast of Missouri and the Construction, performance and entercement of this covernment of Dayot bereby consents to the jurisdiction of the courts of the facult Court of St. Lams a court. The sould arra dispute arise between the parties concerning this agreement.
- Notwithstanding the foregoing. Seller and Buyer agree that any controversy or claim arising set of this order shall be setted by arbitration administered in Houston, Harris County, Texas, pursuant to a single arbitrator arbitration proceeding administered by the American Arbitration Association under its connectant arbitration rules, and judgment on the award rendered by the sell itrator may be entered and enforced in any court having jurisdiction thereof.